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others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

LYNN SLOVIN, an individual, on her own
behalf and on behalf of all others similarly
situated,

Plaintiff,

v.

SUNRUN, INC., a California corporation,
CLEAN ENERGY EXPERTS, LLC, a
California limited liability company doing
business as SOLAR AMERICA, and DOES
1 through 5, inclusive,

Defendants.

Case No. 4:15-cv-05340-YGR

STIPULATED PROTECTIVE ORDER

AS MODIFIED BY THE COURT

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to

the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.11 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,

1 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
2 Protected Material shall not be used except as necessary for the conduct of this above-captioned
3 proceeding in the United States District Court for the Northern District of California and shall not be
4 used in any other domestic or foreign proceeding. However, the protections conferred by this
5 Stipulation and Order do not cover the following information: (a) any information that is in the
6 public domain at the time of disclosure to a Receiving Party or becomes part of the public domain
7 after its disclosure to a Receiving Party as a result of publication not involving a violation of this
8 Order, including becoming part of the public record through trial or otherwise; and (b) any
9 information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party
10 after the disclosure from a source who obtained the information lawfully and under no obligation of
11 confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a
12 separate agreement or order.

13 4. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations imposed by this
15 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
16 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
17 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
18 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
19 time limits for filing any motions or applications for extension of time pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
22 Non-Party that designates information or items for protection under this Order must take care to
23 limit any such designation to specific material that qualifies under the appropriate standards. The
24 Designating Party must designate for protection only those parts of material, documents, items, or
25 oral or written communications that qualify – so that other portions of the material, documents,
26 items, or communications for which protection is not warranted are not swept unjustifiably within
27 the ambit of this Order.
28

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
2 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
3 encumber or retard the case development process or to impose unnecessary expenses and burdens on
4 other parties) expose the Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it designated for
6 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
7 that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
9 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
10 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
11 designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic documents, but
14 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
15 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
16 ONLY" to each page that contains protected material. If only a portion or portions of the material on
17 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
18 (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents or materials available for
20 inspection need not designate them for protection until after the inspecting Party has indicated which
21 material it would like copied and produced. During the inspection and before the designation, all of
22 the material made available for inspection shall be deemed "CONFIDENTIAL" or "HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
24 documents it wants copied and produced, the Producing Party must determine which documents, or
25 portions thereof, qualify for protection under this Order. Then, before producing the specified
26 documents, the Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
27 – ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material. If only a
28 portion or portions of the material on a page qualifies for protection, the Producing Party also must

1 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

2 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
3 the Designating Party identify on the record, before the close of the deposition, hearing, or other
4 proceeding, all protected testimony. When it is impractical to identify separately each portion of
5 testimony that is entitled to protection and it appears that substantial portions of the testimony may
6 qualify for protection, the Designating Party may invoke on the record (before the deposition,
7 hearing, or other proceeding is concluded) a right to have up to 21 days after the final transcript is
8 completed to identify the specific portions of the testimony as to which protection is sought and to
9 specify the level of protection being asserted. Only those portions of the testimony that are
10 appropriately designated for protection within the 21 days shall be covered by the provisions of
11 this Stipulated Protective Order.

12 Parties shall give the other parties notice if they reasonably expect a deposition, hearing, or
13 other proceeding to include Protected Material so that the other parties can ensure that only
14 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
15 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
16 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
17 – ATTORNEYS’ EYES ONLY.”

18 Transcripts containing Protected Material shall have an obvious legend on the title page that
19 the transcript contains Protected Material, and the title page shall be followed by a list of all pages
20 (including line numbers as appropriate) that have been designated as Protected Material and the level
21 of protection being asserted by the Designating Party. The Designating Party shall inform the court
22 reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day
23 period for designation shall be treated during that period as if it had been designated
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety
25 unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as
26 actually designated.

27 (c) for information produced in some form other than documentary and for any other
28 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or

containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is

1 unwilling to participate in the meet and confer process in a timely manner.

2 **6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court**
3 **intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding**
4 **Discovery and Discovery Motions. The parties may file a joint letter brief regarding**
5 **retaining confidentiality within 21 days of the initial notice of challenge or within 14 days of**
6 **the parties agreeing that the meet and confer process will not resolve their dispute,**
7 **whichever is earlier. Failure by a Designating Party to file such discovery dispute letter**
8 **within the applicable 21 or 14 day period (set forth above) with the Court shall automatically**
9 **waive the confidentiality designation for each challenged designation. If, after submitting a**
10 **joint letter brief, the Court allows that a motion may be filed, any such motion must be**
11 **accompanied by a competent declaration affirming that the movant has complied with the**
12 **meet and confer requirements imposed in the preceding paragraph. The Court, in its**
13 **discretion, may elect to transfer the discovery matter to a Magistrate Judge.**

14 **In addition, the parties may file a joint letter brief regarding a challenge to a**
15 **confidentiality designation at any time if there is good cause for doing so, including a**
16 **challenge to the designation of a deposition transcript or any portions thereof. If, after**
17 **submitting a joint letter brief, the Court allows that a motion may be filed, any motion**
18 **brought pursuant to this provision must be accompanied by a competent declaration**
19 **affirming that the movant has complied with the meet and confer requirements imposed by**
20 **the preceding paragraph. The Court, in its discretion, may elect to refer the discovery**
21 **matter to a Magistrate Judge.**

22 **The burden of persuasion in any such challenge proceeding shall be on the**
23 **Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to**
24 **harass or impose unnecessary expenses and burdens on other parties) may expose the**
25 **Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality**
26 **designation by failing to file a letter brief to retain confidentiality as described above, all**
27 **parties shall continue to afford the material in question the level of protection to which it is**
28 **entitled under the Producing Party's designation until the court rules on the challenge.**

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
5 the categories of persons and under the conditions described in this Order. When the litigation has
6 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
7 DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location and in a
9 secure manner that ensures that access is limited to the persons authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
11 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
12 information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
16 Bound” that is attached hereto as Exhibit A;

17 (b) the officers, directors, and employees (including House Counsel) of the
18 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
21 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
22 to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
25 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who
26 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), provided, however,
27 that mock jurors shall not be entitled to retain copies of such Protected Material;

28 (f) during their depositions, witnesses in the action to whom disclosure is reasonably

1 necessary. Deposition witnesses shall not be entitled to retain copies of such Protected material.
2 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material
3 must be separately bound by the court reporter and may not be disclosed to anyone except as
4 permitted under this Stipulated Protective Order..

5 (g) the author or recipient of a document containing the information or a custodian or
6 other person who otherwise possessed or knew the information; and

7 (h) mediators engaged to mediate the parties' dispute in this litigation who have
8 signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A), as well as employees of
9 the mediators to whom it is reasonably necessary to disclose the information for this litigation and
10 who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A).

11 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
12 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
13 Designating Party, a Receiving Party may disclose information or items designated "HIGHLY
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

15 (a) the Receiving Party's Outside Counsel of Record, as well as employees of said
16 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
17 litigation and who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A);

18 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for
19 this litigation and (2) who have signed the "Acknowledgement and Agreement to Be Bound"
20 (Exhibit A);

21 (c) the court and its personnel;

22 (d) court reporters and their staff, professional jury or trial consultants, mock trial
23 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
24 who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A), provided,
25 however, that mock jurors shall not be entitled to retain copies of such Protected Material;

26 (e) during their depositions, witnesses in the action to whom disclosure is reasonably
27 necessary. Deposition witnesses shall not be entitled to retain copies of such Protected material.
28 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material

1 must be separately bound by the court reporter and may not be disclosed to anyone except as
2 permitted under this Stipulated Protective Order;

3 (f) the author or recipient of a document containing the information or a custodian or
4 other person who otherwise possessed or knew the information; and

5 (g) mediators engaged to mediate the parties' dispute in this litigation who have
6 signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A), as well as employees of
7 the mediators to whom it is reasonably necessary to disclose the information for this litigation and
8 who have signed the "Acknowledgement and Agreement to Be Bound" (Exhibit A).

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
10 LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation that compels
12 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY," that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall include a
15 copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to issue in
17 the other litigation that some or all of the material covered by the subpoena or order is subject to this
18 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
20 Designating Party whose Protected Material may be affected.¹

21 If the Designating Party timely seeks a protective order, the Party served with the subpoena
22 or court order shall not produce any information designated in this action as "CONFIDENTIAL" or
23 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court
24 from which the subpoena or order issued, unless the Party has obtained the Designating Party's
25 permission. The Designating Party shall bear the burden and expense of seeking protection in that
26

27 ¹ The purpose of imposing these duties is to alert the interested parties to the existence of this
28 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
confidentiality interests in the court from which the subpoena or order issued.

1 court of its confidential material – and nothing in these provisions should be construed as
2 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
3 another court.

4 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
5 LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-Party in
7 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is
9 protected by the remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to produce a
12 Non-Party’s confidential information in its possession, and the Party is subject to an agreement with
13 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party that
15 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the
18 information requested; and

19 (3) make the information requested available for inspection by the Non-Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court within
21 14 days of receiving the notice and accompanying information, the Receiving Party may produce the
22 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
23 seeks a protective order, the Receiving Party shall not produce any information in its possession or
24 control that is subject to the confidentiality agreement with the Non-Party before a determination by
25 the court.² Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
26

27 ² The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests in this court.

1 seeking protection in this court of its Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
4 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
5 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
6 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
7 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
8 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
9 Be Bound” that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
11 MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
13 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
14 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
15 modify whatever procedure may be established in an e-discovery order that provides for production
16 without prior privilege review. The production of privileged or work-product protected documents,
17 electronically stored information (“ESI”) or information, whether inadvertent or otherwise, is not a
18 waiver of the privilege or protection from discovery in this case or in any other federal or state
19 proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal
20 Rule of Evidence 502(d). Nothing contained herein is intended to or shall serve to limit a party’s
21 right to conduct a review of documents, ESI or information (including metadata) for relevance,
22 responsiveness and/or segregation of privileged and/or protected information before production.

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
25 its modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
27 no Party waives any right it otherwise would have to object to disclosing or producing any
28 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no

1 Party waives any right to object on any ground to use in evidence of any of the material covered by
2 this Protective Order.

3 12.3 Filing Protected Material. Without written permission from the Designating Party or a
4 court order secured after appropriate notice to all interested persons, a Party may not file in the
5 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
6 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
7 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
8 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
9 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
10 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
11 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
12 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

13 13. FINAL DISPOSITION

14 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
15 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
16 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
18 the Protected Material is returned or destroyed, the Receiving Party must submit a written
19 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
20 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
21 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
22 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
23 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
24 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
25 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
26 and expert work product, even if such materials contain Protected Material. Any such archival copies
27 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
28 Section 4 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: June 6, 2016

KELLEY DRYE & WARREN LLP

Lauri A. Mazzuchetti

Lee S. Brenner

Edward J. Mullins III

Catherine D. Lee

6 By: /s/ Lauri A. Mazzuchetti

Lauri A. Mazzuchetti

7 Attorneys for Defendants Sunrun Inc. and
8 Clean Energy Experts, LLC

9
10 DATED: June 6, 2016

PARISI & HAVENS LLP

David C. Parisi

Suzanne Havens Beckman

PARASMO LIEBERMAN LAW

Yitzchak H. Lieberman

14 By: /s/ David C. Parisi

David C. Parisi

15 Attorneys for Plaintiff Lynn Slovin, Samuel
16 Katz, and Jeffrey Price, on their own behalf,
17 and on behalf of others similarly situated

18 **ORDER**

19 PURSUANT TO STIPULATION, AND AS MODIFIED HEREIN, IT IS SO ORDERED.

20 DATED: June 10, 2016



21 YVONNE GONZALEZ ROGERS

22 United States District Court Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for the
6 Northern District of California on [date] in the case of *Slovin v. Sunrun, Inc.*, Case No. 4:15-cv-
7 05340-YGR. I agree to comply with and to be bound by all the terms of this Stipulated Protective
8 Order and I understand and acknowledge that failure to so comply could expose me to sanctions and
9 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any
10 information or item that is subject to this Stipulated Protective Order to any person or entity except
11 in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the
13 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
14 Order, even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related
18 to enforcement of this Stipulated Protective Order.

19
20 Date: _____

21 City and State where sworn and signed: _____

22
23 Printed name: _____

24
25 Signature: _____